

REMARKS

Applicants respectfully request favorable reconsideration of this application.

Claims 1, 3, 5 and 7–9 were rejected under 35 U.S.C. § 102(b) as being anticipated by Wolfberg (US 4,994,964), while Claims 2, 4 and 6 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Wolfberg. Applicants respectfully traverse.

In the interests of securing an early Notice of Allowance and without acceding to the rejections under § 102, Claims 1, 5 and 8 have also been amended to recite, more clearly, certain features of the present invention. Support for these amendments may be found, for example, in the Specification at Pages 3–7.¹ No new matter has been added, and Applicants submit that Wolfberg fails to teach or suggest all of these features.

Wolfberg fails to disclose collateral that is offered to the supplier by the agent, as recited by original Claims 1, 5 and 8. In the Response to Arguments section, the Office Action alleges that Wolfberg's client offers collateral to a supplier and directs Applicants attention to Col. 6:59–67.² Applicants disagree. Wolfberg clearly discloses that the company sets up the client's credit account "solely for the purpose of providing collateral so that the client may borrow funds from the available line of credit in his account" (Col. 6:60–63). In other words, Wolfberg teaches that the company provides "collateral" to the client, in the form of an unsecured line of credit against which the client is allowed to borrow funds, and simply fails to disclose that the client offers collateral to a supplier.

The Office Action further alleges that Wolfberg discloses a collateral information receiver unit for receiving information on the appraised value for each agent's collateral offered to the supplier, and directs Applicants' attention to the same citation.³ Applicants disagree. Wolfberg merely discloses that the line of credit has an upper limit, i.e., \$CBAL, that may be vested in the client eventually. Wolfberg simply fails to teach or suggest that information regarding the appraised value of the collateral, offered by the client to the supplier, is received from a supplier's collecting system, as recited by original Claims 1, 5 and 8.

¹ See, e.g., U.S. Patent Application Publication 2001/0051914 at Paragraphs [0019], [0023], [0032], [0038], etc.

² See, Office Action at Pages 8–9.

³ *Id.*

Wolfberg also fails to teach or suggest that each loan is processed within the limit of a corresponding collateral offered to the supplier by the agent, as recited by amended Claims 1, 5 and 8. Instead, Wolfberg discloses that each loan taken out by the client (i.e., "LL") is cumulatively applied (i.e., "\$LOAN") against the available, vested portion ("\$AVAIL") of the client's line of credit (i.e., "\$CBAL"), i.e., the "collateral" provided by the company to the client. *See*, e.g., Col. 7:1–6 ("\$CBAL refers to the cumulative total balance in the credit account that may eventually be vested in the client. \$AVAIL refers to the current amount of \$CBAL that is vested in him, that may be borrowed against his available line of credit. \$LOAN is the current total of all loans outstanding against \$AVAIL"); Col. 12:13–18 ("If the client is eligible to receive a loan, then the amount currently requested (LL) and the amount previously borrowed (\$LOAN) are subtracted from the current available amount (\$AVAIL) that can be borrowed by client X (114)").

Furthermore, Wolfberg fails to teach or suggest that each loan that is generated corresponds to a credit account that has not been repaid, as recited by amended Claims 1, 5 and 8. To the contrary, Wolfberg discloses a single credit account, i.e., "CREDIT," against which the client's loans are applied. *See*, e.g., Col. 6:30–34, 47–53. Wolfberg also fails to disclose that a withdrawal transfer to an ordinary account of the supplier is the only withdrawal allowed from the loan account of the agent, or that loans are only transferred to the ordinary account of the supplier according to the loan request information transferred from a corresponding agent terminal, as recited by amended Claims 1, 5 and 8. Wolfberg simply fails to disclose any such limitations on the funds provided withdrawn from the client's CREDIT account.

Consequently, Wolfberg fails to teach or suggest all of the features recited by Claims 1, 5 and 8. Accordingly, these claims are allowable. Claims 2–4, depending from Claim 1, Claims 6 and 7, depending from Claim 5, and Claim 9, depending from Claim 8, are also allowable, at least for the reasons discussed above.

In view of the foregoing amendments and remarks, Applicants respectfully submit that this application is in condition for allowance and should now be passed to issue.

A Notice of Allowance is respectfully solicited.

If any extension of time is required in connection with the filing of this paper and has not been requested separately, such extension is hereby requested.

The Commissioner is hereby authorized to charge any fees and to credit any overpayments that may be required by this paper under 37 C.F.R. §§ 1.16 and 1.17 to Deposit Account No. 02-2135.

Respectfully submitted,

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